

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	Civil Action No. 1:17-CV-04577-VEC
WEI SU and HAI JUAN WANG,)
Plaintiffs,)
)
-against-)
)
)
SOTHEBY'S INC.,)
Defendant.)
_____)
SOTHEBY'S INC.,)
Counter-Claimant and)
Third-Party Plaintiff)
-against-)
)
WEI SU and HAI JUAN WANG,)
Counterclaim Defendants,)
-and-)
)
YEH YAO HWANG,)
Third-Party Defendant.)
_____X	

REPLY TO COUNTERCLAIMS

Presented by Attorney
for Plaintiffs:
Wei Su and Hai Juan Wang

Plaintiffs, WEI SU and HAI JUAN WANG, through their attorneys, The Law Offices of Xuejie Wong, PLLC, for their reply to the August 11, 2017 counterclaims of the Defendant, Sotheby's Inc. (Sotheby's), answer as follows:

**INTERPLEADER COUNTERCLAIM AND
THIRD PARTY CLAIM OF SOTHEBY'S**

1. To the extent that the allegations of paragraph 1 are deemed to be allegations of law, Plaintiffs are not required to plead thereto; to the extent the allegations of the said paragraph are deemed to be allegations of fact, denies each and every allegation thereof.

PARTIES

2. Denies knowledge or information sufficient to form a belief as to paragraph 2, as alleged, except to admit that Sotheby's is a corporation with a business address at 1334 York Avenue, New York, New York .
3. Denies each and every allegation of paragraph 3, except refers to the Complaint for a full and complete recitation of the contents thereof.
4. Admits the allegations contained in paragraph 4.
5. Admits the allegations contained in paragraph 5.
6. Denies knowledge or information sufficient to form a belief as to paragraph 6, as alleged.

FACTS AND CAUSE OF ACTION

7. Denies knowledge or information sufficient to form a belief as to paragraph 7, as alleged except that at the time Plaintiffs contracted with Sotheby's, Defendant was engaged in the sale by auction of art.
8. Admits the allegations contained in paragraph 8.
9. Denies each and every allegation of paragraph 9, except refers to the Complaint for a full and complete recitation of the contents thereof.
10. Denies each and every allegation of paragraph 10, except refers to the Complaint for a full and complete recitation of the contents thereof.
11. Denies knowledge or information sufficient to form a belief as to paragraph 11, as alleged except to admit that Hai Juan Wang transferred possession of the Property

- to Sotheby's pursuant to a Consignment Agreement in contemplation of a sale at Sotheby's Fine Chinese Ceramics and Works of Art Sale in September 2014.
12. Denies knowledge or information sufficient to form a belief as to paragraph 12, as alleged except to admit that once notified of a fraudulent claim, Plaintiffs disputed said fraudulent claim to ownership of the vessel.
13. Denies knowledge or information sufficient to form a belief as to paragraph 13, as alleged except to admit that once notified of a fraudulent claim in September 2014, Plaintiffs demanded that the property be returned to Plaintiffs.
14. Denies knowledge or information sufficient to form a belief as to paragraph 14, as alleged except to admit that Sotheby's has refused to return the vessel, even after Plaintiffs sued in a court of competent jurisdiction in China and delivered proof of clear title to Sotheby's.
15. Denies knowledge or information sufficient to form a belief as to paragraph 15, as alleged except to admit that Sotheby's has communicated with Plaintiffs, and has refused to return the vessel to Plaintiffs since September 2014, even after Plaintiffs sued in a court of competent jurisdiction in China and delivered proof of clear title to Sotheby's.

IN REPLY TO FIRST COUNTERCLAIM
AND THIRD-PARTY CLAIM
OF SOTHEBY'S

16. Denies each and every allegation of paragraph 16, except as stated herein, and refers to the Complaint for a full and complete recitation of the contents thereof.
17. Denies knowledge or information sufficient to form a belief as to paragraph 17, as alleged except to admit that Sotheby's has refused to return the vessel to Plaintiffs

since September 2014, even after Plaintiffs sued in a court in China and delivered proof of clear title to Sotheby's.

18. Denies knowledge or information sufficient to form a belief as to paragraph 18, as alleged except to admit that Sotheby's has refused to return the vessel to Plaintiffs since September 2014, even after Plaintiffs sued in a court of competent jurisdiction in China and delivered proof of clear title to Sotheby's.

19. To the extent that the allegations of paragraph 19 are deemed to be allegations of law, Plaintiffs are not required to plead thereto; to the extent the allegations of the said paragraph are deemed to be allegations of fact, Plaintiffs denies each and every allegation thereof.

IN REPLY TO SECOND COUNTERCLAIM
(BREACH OF CONSIGNMENT AGREEMENT)
OF SOTHEBY'S

20. Denies each and every allegation of paragraph 20, except as stated herein, and refers to the Complaint for a full and complete recitation of the contents thereof.

21. Admits the allegations contained in paragraph 21.

22. Denies each and every allegation of paragraph 22, and refers to the Complaint for a full and complete recitation of the contents thereof.

23. Denies each and every allegation of paragraph 23, and refers to the Complaint for a full and complete recitation of the contents thereof.

24. Denies each and every allegation of paragraph 24, except as stated herein and to admit the contents of the Consignment Agreement, and refers to the Complaint for a full and complete recitation of the contents thereof.

25. Denies each and every allegation of paragraph 25 and refers to the Complaint for a full and complete recitation of the contents thereof.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

26. The Counterclaims fail, in whole or in part, to state a claim upon which relief may be granted.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

27. Counter-Claimant/Third-Party Plaintiff's claims are barred by the doctrines of waiver and estoppel.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

28. The Counterclaims are moot because the alleged controversy underlying the request for declaratory judgment is already before the jurisdiction of the Court.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

29. This court lacks subject matter jurisdiction over the Counterclaim.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

30. By way of defense, Plaintiffs repeats and reincorporates by reference herein, their Complaint.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

31. The counterclaim does not plead an actual case or controversy.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

32. By pleading the Counterclaim, the Counter-Claimant/Third-Party Plaintiff to not succeed in shifting any burden of proof applicable to any of the claims in either the Complaint or Counterclaim.

AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE

33. Counter-Claimant/Third-Party Plaintiff has unclean hands and, as such, cannot invoke the jurisdiction of this court sitting in equity.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

34. To the extent the Counterclaims pleads “damages” to Counter-Claimant/Third-Party Plaintiff, any such claim would be issue precluded.

WHEREFORE, the Plaintiffs respectfully request that this Court dismiss the Counterclaims in their entirety, with prejudice, and award Plaintiffs all of the remedies and relief sought in the Complaint, and for such other and further relief as this Court deems just and proper.

Dated: New York, New York
October 23, 2018

Law Offices of Xuejie Wong, PLLC

By: 
Xuejie Wong,

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